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Attorneys for Plaintiff
MARK HARRIS

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

MARK HARRIS,

Plaintiff,

vs.

UNITED PARCEL SERVICE, INC., an
Ohio Corporation; TONY AGENJO;
KIMBERLY MUNIZ; and DOES 1
through ONE HUNDRED, inclusive,

Defendants.

CASE NO. C-08-1810 JSW

**STIPULATION AND [PROPOSED]
ORDER RE DISMISSAL OF
INDIVIDUAL DEFENDANTS**

STIPULATION

The parties stipulate as follows:

1. Pursuant to Federal Rule of Civil Procedure 41(a)(1), Plaintiff dismisses as defendants in this case Tony Agenjo and Kimberly Muniz. In addition, Plaintiff dismisses the following claims with prejudice, each of which is alleged in the First Amended Complaint (“FAC”) only against Agenjo and Muniz: tenth (inducing breach of contract); eleventh (intentional interference with prospective economic advantage); twelfth (negligent interference with prospective economic advantage); and fourteenth (defamation).

2. Agenjo and Muniz waive their right to claim any costs or fees associated with having been Defendants in the action.

3. Defendant United Parcel Service, Inc. (“UPS”), agrees to produce Agenjo and Muniz on reasonable notice for deposition so long as they are employees of UPS at that time.

4. Agenjo and Muniz agree to appear for deposition, whether or not they are employees of UPS at that time; and agree to supply UPS with their current contact information should they depart from UPS and to update that information through trial.

5. Agenjo and Muniz agree to appear at trial, based upon reasonable notice to counsel for UPS of 72 hours or more.

6. The parties agree that there will be no evidence of any sort, including documents, pleadings, and/or testimony, at trial regarding the fact that the Agenjo and Muniz were named in this action or that they have been dismissed. The parties agree, however, that any party may proffer admissions or other information found in pleadings, declarations, and/or any discovery documents that include Agenjo and Muniz in the caption or otherwise. In such event, the parties will redact references to Agenjo and Muniz being defendants or will otherwise meet

1 and confer to agree on an appropriate procedure to prevent disclosure of Agenjo's and Muniz's
2 party status.

3 SO STIPULATED.

4 DATED: April 21, 2008

E. JEFFREY GRUBE
KERRI N. HARPER
ANNA L. CHU

6 PAUL, HASTINGS, JANOFSKY & WALKER LLP

8 By: /s/ Kerri N. Harper
KERRI N. HARPER

10 Attorneys for Defendants
UNITED PARCEL SERVICE, INC., TONY AGENJO,
11 AND KIMBERLY MUNIZ

12 DATED: April 21, 2008

13 By: /s/ Tony Agenjo
TONY AGENJO

16 DATED: April 21, 2008

18 By: /s/ Kim Muniz
KIM MUNIZ

21 DATED: April 21, 2008

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23 MEHLMAN-TERBEEK, LLP

25 By: /s/ Matthew M. Oliveri
MATTHEW M. OLIVERI

26 Attorneys for Plaintiff MARK HARRIS

ORDER

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: _____

Honorable Jeffrey S. White